# Official Drawing Rules Minnesota State Lottery Be My Huckleberry Second Chance February 4, 2025

### 1.1. **Definitions**

- A. "Be My Huckleberry" or "Scratch Ticket" or "Ticket" means the Minnesota Lottery Scratch Game #2033.
- B. "Be My Huckleberry Second Chance" means an additional opportunity to win through a drawing conducted by the Minnesota Lottery in conjunction with the purchase of a Be My Huckleberry Scratch Ticket.
- C. "The Lottery" means the Minnesota State Lottery.
- D. "Be My Huckleberry Second Chance Promotion" or "Second Chance" means the drawings conducted by the Lottery in conjunction with the Be My Huckleberry Second Chance Promotion.
- E. "Account" means a player has registered at <u>mnlottery.com</u> or on the Minnesota Lottery mobile app with all required personal contact information.

## 2.1. Duration

The Be My Huckleberry Second Chance will begin at 9:00:00 a.m. Central Time ("CT") on February 4, 2025, and conclude at 11:59:59 p.m. CT on a date to be determined ("TBD") by the Lottery.

# 3.1. Eligibility

- A. A player who submits an entry must be eighteen (18) years of age or older.
- B. A player may enter the Be My Huckleberry Second Chance by creating or having an Account at <a href="mailto:mnlottery.com">mnlottery.com</a>, logging in to their account, supplying all required registration information completely and in its entirety, and entering the 10-digit 2nd Chance code found under the scratch-off latex coating of the 2nd Chance logo area on the left side of a non-winning Be My Huckleberry Scratch Ticket, or by scanning the barcode found under the scratch-off latex coating in the bottom-left corner on the front of a non-winning Be My Huckleberry Scratch Ticket into the Minnesota Lottery mobile app. Incomplete registration information may result in entry disqualification.
- C. Each non-winning Ticket entered will receive one (1) entry in the Be My Huckleberry Second Chance.
- D. Only one (1) winner per household per drawing is permitted. Each entry must correspond to one (1) person.

- E. The submission of a winning Ticket invalidates that entry.
- F. Employees (including immediate family residing in the same household) of the Lottery, employees (including immediate family residing in the same household) of any company that is not eligible to receive a prize from the Lottery pursuant to law or a contract with the Lottery, and all other persons prohibited by law are ineligible to participate or receive a prize from the Be My Huckleberry Second Chance.
- G. The Lottery is not responsible for delayed, lost, or misdirected electronic submissions made through the Internet.
- H. A player who submits an entry is responsible for providing their correct contact information and U.S. Postal Service mailing address. Failure to report a prize not received within one (1) year will result in forfeiture of any prize won.
- I. A player may enter more than once; however, a player may use only one (1) unique Ticket number or barcode per entry. Multiple entries using the same non-winning Ticket number or barcode and entries made via automated computer scripts or other programming techniques will be disqualified.
- J. A player who uses a non-winning Ticket as an entry in this Be My Huckleberry Second Chance that has previously been used in any other Minnesota Lottery Second Chance, sweepstakes, or contest will be considered ineligible.
- K. If a player has deleted their account, any entries submitted before the account was deleted will not be eligible for any prize. Any Tickets a player purchased before deleting their account are not eligible for re-entry.
- L. By participating, players agree to these official rules and to the decisions of the Lottery which will be final and binding in all respects.
- M. An entry will be considered invalid if it does not meet all requirements for eligibility stated in this section.

# 4.1. Be My Huckleberry Second Chance Drawings

A. To enter the Be My Huckleberry Second Chance, a player must enter a non-winning Ticket via the process described above. The Lottery will conduct one (1) Be My Huckleberry Second Chance drawing. The eligibility and schedule for each drawing are listed in the table below.

Drawing number	Receipt of drawing entries start date	To be eligible, entry must be received by date	Drawing will occur on or about date	Total number of prize winners	Number of winners and prizes
Drawing #1	9:00:00 a.m. CT February 4, 2025	TBD	TBD	16	1 – \$1,500 cash + prize pack 5 – \$500 cash + prize pack 10 – \$100 cash + prize pack (as defined below)

- B. The Lottery will, by use of mechanical or other devices, randomly determine which of the entries submitted are selected.
- C. The Lottery will conduct one (1) drawing. A Lottery representative will draw sixteen (16) total winners for the following prizes:
  - One (1) prize of \$1,500 cash and a prize pack with an estimated taxable value of \$1,527.04 (Lottery-branded merchandise and scratch tickets are valued at \$0).
  - Five (5) prizes of \$500 cash and a prize pack with an estimated taxable value of \$527.04 (Lottery-branded merchandise and scratch tickets are valued at \$0).
  - Ten (10) prizes of \$100 cash and a prize pack with an estimated taxable value of \$127.04 (Lottery-branded merchandise and scratch tickets are valued at \$0).

The Lottery reserves the right to substitute prizes for any reason, including availability. The Lottery offers no express or implied warranty or guarantee of merchandise prizes.

Entrants are responsible for checking their email spam folders or adjusting their email settings to accommodate emails from the Lottery.

D. The Lottery, and/or any of their affiliated entities are not responsible, in any way, for any personal injuries, death, property damage, or other damages or expenses resulting from or arising out of any acceptance, fulfillment (including shipping and handling), installation, operation, loss, or misuse of the prize and/or any element thereof. All other costs and expenses related to acceptance and use of any element of the prize not specified herein as being provided may be the

- sole responsibility of prizewinner, including, without limitation, any fees, costs, and/or taxes related to the prize.
- E. The first one (1) entry drawn in Drawing #1 will receive \$1,500 cash and a prize pack that includes one (1) huckleberry-scented candle, one (1) Lottery-branded purple tumbler, and one (1) Lottery-branded canvas bag. The next five (5) entries drawn in Drawing #1 will each receive \$500 cash and a prize pack that includes one (1) huckleberry-scented candle, one (1) Lottery-branded purple tumbler, and one (1) Lottery-branded canvas bag. The next ten (10) entries drawn in Drawing #1 will each receive \$100 cash and a prize pack that includes one (1) huckleberry-scented candle, one (1) Lottery-branded purple tumbler, and one (1) Lottery-branded canvas bag.
- F. A player may win only once in the one (1) Be My Huckleberry Second Chance drawing.
- G. By entering this Second Chance, players understand that if they win a prize their name will be listed on the <u>Second Chance winners page</u> unless their prize includes a cash payment greater than \$10,000. A list of all prizewinners will be posted on the <u>mnlottery.com winners page</u> following the drawing and after prizewinners have been verified. The list will remain on the winners page for the duration of the Claim Period (as defined below).
- H. By entering the Be My Huckleberry Second Chance, prizewinners of prizes valued at \$599 or less consent to full use of any and all information they provide on their entry form for publicity, public relations, and content creation purposes, including on Lottery social media channels and mnlottery.com, by the Lottery.
- I. The name and city of prizewinners of prizes that include a cash payment of \$10,000 or less are public data. The Lottery will publish the name and city of prizewinners of prizes that include a cash payment of \$10,000 or less on <a href="mailto:mnlottery.com">mnlottery.com</a>.
- J. Questions may be referred to the Lottery at (651) 635-8273, option 1, or cs.support@mnlottery.com.

# 5.1. Claiming Prizes

A. A prize won in a Second Chance may not be assigned or transferred to another person. A merchandise or experiential prize may not be shared with another person under a prize-sharing agreement. A cash prize of \$600 or more may be split with another person under a prize-sharing agreement. Federal, state, or local taxes on any prize are the sole responsibility of the prizewinner. All applicable federal, state, or local laws apply.

- B. Prizes with a value of \$599 or less will be shipped to the address listed in the prizewinner's Account after the drawing in which they are awarded. The Lottery is not responsible for lost or misdirected delivery. Prizes returned to the Lottery may be claimed by the prizewinner during the Claim Period (as defined below).
- C. The prizewinner is responsible for providing their correct contact information and U.S. Postal Service mailing address.
- D. Each player whose entry was selected in a Second Chance drawing to win a prize valued at \$600 or more must fill out and submit a Winner Affidavit form to the Lottery to claim the prize. If the claim is not validated by the Lottery, the claim will be denied, and the player will be notified immediately.
  - 1. For the \$1,500 cash and a prize pack, if the prizewinner is delinquent in the payment of Minnesota state taxes or owes a debt as defined in Minn. Stat. § 270A.03, subd. 5, the prizewinner will be given thirty (30) calendar days from the date the Lottery informed them of the existence of a debt in which to fully satisfy the debt, as determined by the Minnesota Department of Revenue. If the prizewinner fails to completely satisfy the debt within thirty (30) days, any Lottery-branded merchandise will be forfeited and:
    - a. If the amount due is less than or equal to any cash (or cash equivalent) portion of the prize, the Lottery will forward the cash portion of the prize to the Department of Revenue to satisfy the debt on the prizewinner's behalf. The prizewinner will then be awarded the non-cash prize and any remaining cash.
    - b. If the amount due is greater than any cash (or cash equivalent) portion of the prize, the Lottery may liquidate all or part of the non-cash prize and forward any proceeds, along with any cash prize, to the Department of Revenue to satisfy or partially satisfy the debt on the prizewinner's behalf. If any cash or non-cash prize remains, the prizewinner will be awarded the remaining cash and/or non-cash prize.

# 6.1. Claim Period

All prizes in the Be My Huckleberry Second Chance must be claimed within one (1) year of the date of the drawing from which the prize was awarded. For prizes of \$600 or more or inquiries regarding lost, stolen, or misdirected prizes, the claim period ends at the close of business on the last day of the claim period that Lottery offices are open. Lottery offices are closed for the holidays and events listed on <a href="mailto:mnlottery.com">mnlottery.com</a>, and one (1) or more Lottery offices may close unexpectedly due to weather or other unforeseen

circumstances. The Lottery reserves the right to substitute prizes based on when the prize is claimed during the claim period. The Lottery will post the end of the claim period on <a href="mailto:mnlottery.com">mnlottery.com</a>. Questions may be referred to the Lottery at (651) 635-8273, option 1, or <a href="mailto:cs.support@mnlottery.com">cs.support@mnlottery.com</a>. Prizewinners must contact the Lottery within one (1) year of the drawing date regarding a lost, stolen, or misdirected prize. Failure to report a prize not received within one (1) year will result in forfeiture of any prize won.

# 7.1. Allowance for Delay of Payment

The Lottery may delay payment pending a final determination by the Lottery under any of the following circumstances.

- A. if a dispute occurs or it appears likely that a dispute may occur regarding the prize;
- B. if a dispute occurs or it appears likely that a dispute may occur regarding the ownership of the entry;
- C. if there is any question regarding the identity of the claimant;
- D. if there is any question regarding the validity of the entry or the claim presented for payment; or
- E. if the claim is subject to any reduction for delinquent debts owed by the claimant under Minn. Stat. § 349A.08, subd. 8. No liability for interest for any delay will accrue to the benefit of the claimant pending payment of the claim.

## 8.1. **Emergency Termination**

If, for any reason, it is not possible to run all or any part of the Be My Huckleberry Second Chance as planned due to, without limitation, errors in these official rules or advertising for this promotion, tampering, unauthorized intervention, fraud, technical failures, human error, or any other cause beyond the control of the Lottery that, in the sole judgment of the Lottery, could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Second Chance, the Lottery reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the promotion.

## 9.1. **Governing Law**

By submitting an entry to a Second Chance, a player agrees to comply with and abide by these game procedures: Minn. Stat. § 349A (State Lottery); Minn. R. 7857 (Lottery Prize Payments); and all final decisions of the Director of the Lottery. All applicable federal, state, or local laws apply. Second Chance offer void where prohibited by law.